

Contract no. 965

Margee

A G R E E M E N T

Between

BOROUGH OF FORT LEE
BOARD OF HEALTH

and

NEW JERSEY EMPLOYEES LABOR UNION, LOCAL NO. 1/SERVICE
EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 1988

Commencing January 1, 1990 through December 31, 1992

Prepared by:

Loccke & Correia, PA
24 Salem Street
Hackensack, New Jersey
Tel: (201) 488-0880

RICHARD M. SALSBERG, ESQ.
DeMARIA, ELLIS, HUNT & SALSBERG
744 Broad Street
Suite 1400
Newark, New Jersey 07102
(201) 623-1699

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	PREAMBLE.....	1
I	RECOGNITION.....	2
II	MANAGEMENT OF THE BOROUGH'S AFFAIRS.....	3
III	MEDICAL AND MISCELLANEOUS BENEFITS.....	4
	3.1 Medical Benefits.....	4
	3.1.1. Medical Coverage after Retirement/Disability.....	5
	3.2 Seniority in Scheduling.....	6
	3.3 Funeral Leave.....	6
	3.4 Nurses Uniform Allowance.....	7
	3.5 Payroll Deduction and Fair Representation Fee.....	7
IV	CONTINUED WORK OPERATIONS.....	9
V	WAGES.....	10
	5.1 Job Classifications.....	10
	5.2 Work out of Classification.....	10
	5.3 Compensation for Higher Classified Work.....	11
	5.4 Salary Plan (information only).....	12
	5.4.1 Salary Increases.....	12
—	5.5.1 Promotions and Demotions.....	12
	5.5.2 New Employees	14
	5.5.3 Reclassifications on and after 1/1/81	14
	5.5.4.....	17
VI	SICK LEAVE.....	18
VII	PERSONAL LEAVE.....	22

TABLE OF CONTENTS [CONT'D]

<u>Article</u>		<u>Page</u>
VIII	TERMINAL PAY.....	23
IX	LIFE INSURANCE.....	24
X	SHOP STEWARDS.....	26
XI	GRIEVANCE.....	28
XII	MATERNITY LEAVE.....	32
XIII	VACATIONS.....	33
XIV	HOLIDAYS.....	35
XV	WORK WEEK AND OVERTIME.....	37
XVI	PERSONNEL FILES.....	40
XVII	BI-WEEKLY PAY.....	41
XVIII	BULLETIN BOARD.....	42
XIX	SEPARABILITY AND SAVINGS.....	43
XX	EFFECTIVE DATE AND DURATION.....	44
	SCHEDULE A.....	45

PREAMBLE

THIS AGREEMENT, made this day of , 1990,
by and between the BOROUGH OF FORT LEE BOARD OF HEALTH, a
public employer of the State of New Jersey, hereinafter the
"Board," and NEW JERSEY EMPLOYEES LABOR UNION, LOCAL
NO. 1/SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 1988,
hereinafter the "Union," represents the complete and final
understanding on all bargainable issues between the Board and
the Union.

WHEREAS, the parties hereto desire to reach an amicable
understanding with respect to the employer-employee relations
existing between them and to enter into a complete Agreement
concerning the terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual promises
and covenants hereinafter set forth, the parties hereto agree
as follows:

ARTICLE I
RECOGNITION

The Board recognizes the Union as the sole and exclusive agent for all annual salaried permanently classified employees of the Board covered by the titles listed on Schedule A attached hereto together with any future employees of the Board who may be hired, excluding department heads. Such employees shall be considered the "bargaining unit." The term "employees" used hereinafter shall refer to members of the bargaining unit. This Agreement shall be deemed to be binding upon all members of the bargaining unit and upon the Board.

ARTICLE II

MANAGEMENT OF THE BOARD'S AFFAIRS

The Union recognizes that areas of responsibility are reserved to the Board, if the governing body of the Board is to serve the public effectively. The Board shall at all times, subject to and consistent with the provisions of this Agreement and applicable State or Federal law, have exclusive control of all matters relating to the right to manage the affairs of the Board, the conduct of its business and operations, the direction of its working forces, the alteration of work weeks or schedules, the general management of its physical properties, the care and use of all its equipment, machinery and materials, the right to hire, direct and schedule employees, and to transfer, discharge or suspend employees, and the unequivocal right to contract for goods and services. Before exercising this right, the Board agrees to give reasonable consideration to the job security of the employees in the bargaining unit as one of the factors in reaching a decision. Nothing in this section shall be construed to deny any employee his or her rights under Civil Service laws or regulations, or the Public Employee Relations Act or regulations thereunder.

ARTICLE III

MEDICAL AND MISCELLANEOUS BENEFITS

3.1 Medical Benefits

- (a) The Board shall continue for the term of this Contract the same or substantially equivalent medical benefits as provided by the Board during the year 1989 consisting of Blue Cross, Blue Shield (1420 series) with Rider J coverage and a major medical plan.

- (b) In addition, the Board shall provide a disability income plan at least equal to the disability income plan presently being offered through the State of New Jersey under its Health Benefits Plan and, at least equal to the plan provided by the Board during the year 1989. The said disability income plan shall be provided either through the State Health Benefits Plan or through a private insurance plan, at the option of the Board.

- (c) The Board shall continue to provide, at its own cost and expense, a dental insurance plan at least equivalent to the plan provided by the Board in 1989.

- (d) The Board shall provide a \$3.00 co-pay prescription plan for each covered employee and his/her dependents, but not to exceed a premium cost of more than five hundred forty-one (\$541.00) dollars per annum per covered family. If the premium cost exceeds five hundred forty-one (\$541.00) dollars per annum, the parties shall meet to discuss changes in the program in order to keep the premium costs no more than \$541.00 per annum per family.

3.1.1 Medical Coverage after Retirement/Disability

Whenever an Employee has served twenty-five (25) years or more with the Borough and/or the Board, the Board shall provide such Employee (and his or her dependents) with medical coverage as described in Section 3.1 above.

This is intended to include those employees who retired on disability pensions to the extent said coverage is afforded under Chapter 88 of Public Law 1974.

The Board reserves the right to obtain substantially equivalent medical coverage through a private carrier, but in no event

shall the Board be liable to any Employee for reimbursement or payment of medical bills beyond the extent of coverage described in Section 3.1 above.

3.2 Seniority in Scheduling

In the event of a conflict among employees regarding the scheduling of leaves, etc., seniority in the permanent Civil Service Title shall be determinative.

3.3 Funeral Leave

In the event of the death of a member of the immediate family of an employee, and after notifying his or her Department Head, the said employee shall be entitled to a funeral leave of the next three (3) working days, with pay, which leave shall be in addition to sick leave as set forth hereinafter in this Agreement. "Immediate family" is hereby defined as the employee's spouse, children, father, mother, father-in-law, mother-in-law, sister, brother, grandparents, grandparents-in-law, brother-in-law and sister-in-law, and any relative of the employee or of the employee's spouse who was actually living in the employee's home. In the event

of the death of an employee's aunt or uncle and in the event such relative was not actually living in the employee's home at the time of his/her death, after notifying his/her Department Head, the said employee shall be entitled to a funeral leave of one (1) working day with pay, which leave shall be in addition to sick leave as set forth hereinafter in this Agreement.

3.4 Nurses Uniform Allowance

A uniform allowance of \$250.00 per annum shall be provided for all nurses in the employ of the Board.

3.5 Payroll Deduction and Fair Representation Fee

3.5.1 Payroll deductions for dues may be made upon the submission by the Union of notification by the employee authorizing the deduction of dues from pay. The Board shall forward dues to the Union at regular intervals. Employees shall have the right to withdraw authority for deduction of dues in accordance with New Jersey State Statutes, but subject to Article XVI of this Agreement.

3.5.2 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter,

any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

- 3.5.3 The Union agrees that it will indemnify and save harmless the Board against any and all actions, claims, demands, process or expenses (including reasonable attorneys' fees) in any matter resulting from proper action taken by the Board in reliance upon this Article.

ARTICLE IV
CONTINUED WORK OPERATIONS

The parties agree that there shall be no action by either of them in violation of any State or Federal Law. There shall be no strikes of any kind or lock-outs, walkouts, retarding of work, slow-down, or any stoppage of work by either party or any members or officers thereof during the terms of this Agreement or pending a decision by arbitration, nor will either party or any members, representatives or officers thereof directly or indirectly aid, assist, or be connected in any manner whatsoever with any of the aforesaid acts.

ARTICLE V

WAGES

5.1 Job Classifications

Each employee shall be employed in a job classification approved by the New Jersey Department of Personnel, which classification shall be the basis of compensation of all employees. The parties recognize that each particular employee's classification is subject to the review, approval and modification of the Civil Service Department. Each employee in those classifications listed in Schedule A attached hereto shall receive compensation as set forth on Schedule A. If an employee is hired, promoted or transferred to any titled position whose classification has not been provided for in Schedule A, then the Board shall place said job classification in the grade level which most closely reflects the relative difficulty of work and responsibility in said classification in relation to the other classifications of Schedule A. Payment to the employee shall be governed by Sections 5.5.2 (new employees) and 5.5.1 (promotions and transfers).

5.2 Work out of Classification

The temporary assignment or reassignment of an employee, without formal reclassification, to work in a capacity other than the duties of the position classification that

employee holds may be made by the Board in accordance with Section 2.1 hereof and relevant New Jersey Department of Personnel regulations. If said temporary assignment or reassignment is to a lower classification, the employee shall nevertheless be compensated according to the employee's former position classification. If the assignment or reassignment is to a higher classification, the compensation shall be determined as set forth in Section 5.3 hereof.

5.3 Compensation for Higher Classified Work

If an employee performs the duties of a higher graded position on any day for more than one-half of the regular daily working hours, or for more than ten (10) hours of the regular weekly working hours, said employee shall be compensated for the entire days on which any work is performed in the higher graded position. Unless the number of hours worked in the higher graded position is equivalent to or exceeds the above, said employee shall not be paid for any part of such days at the higher rate of compensation, but shall only receive compensation at his usual rate for the hours worked on such days. Employee shall have the option of being paid or taking CTO.

5.4 Salary Plan

The salary step plan previously in effect shall be frozen and ineffective during the term of this Agreement.

5.4.1 Salary Increases

During the term of this Agreement, salary increases shall be given as follows:

Effective as of the first payroll period of 1990, each employee shall receive a salary increase of 6.0% over the employee's salary as of the last payroll period of 1989;

effective on January 1, 1991, each employee shall receive an additional salary increase of 6.0%; effective January 1, 1992, each employee shall receive an additional salary increase of 6.0%.

5.5.1 Promotions and Demotions

Except as otherwise provided hereinafter when a reclassification occurs, when an employee is promoted by the Board from a lower graded to a higher graded classification as set forth on Schedule A, the employee shall receive a salary increase, as follows:

- (a) Promotions on or before date of approval of this Agreement or promotions granted after the date of approval of this Agreement, but which were considered by the Board prior to the approval of this Agreement, or, promotions to which an employee was entitled prior to the approval of this Agreement, but which were not actually granted until after the approval of this Agreement and were retroactive to a date prior thereto (e.g., desk audit or other action by Department of Personnel) - 6.0%;
- (b) Except as otherwise provided in subparagraph (a), above, promotions after date of approval of this Agreement - 6.0%.

If an employee is promoted to a position whose classification has not been provided for in Schedule A, the provisions of Paragraph 5.1 shall be applicable.

A demotion shall result in a comparable reduction in compensation.

5.5.2 New Employees

New or replacement employees shall be compensated at salaries as set forth on Schedule B, for their respective titles, which the Board determines to be warranted by virtue of the new employee's skill and experience and such new or replacement employees shall not receive any increase in compensation during the calendar year in which they were employed.

5.5.3 Reclassification on and after 1/1/81

A. If the Board or the New Jersey Department of Personnel determines that the duties being performed by an employee are properly classified under a different classification position than the employee's present classification position and if the employee's duties have not substantially changed since the employee first was classified in the employee's present classification, the Board shall move the employee to the grade of the new classification position, but there shall be no change in salary. However, in the event that the salary of Step A of amended Schedule B, Section 5.1, of the new grade is higher

than the employee's present salary, the employee shall be paid the salary as set forth in Step A of the amended Schedule B, Section 5.1, of the new grade.

B. If, however, during the period since the employee first was classified in the employee's present classification, the employee's duties were substantially changed, the employee shall receive a rate of pay consistent with the new classification position, as follows:

a. Where the new classification position is not a classification position contained in Schedule A, the Board shall place said classification position in the grade level of the salary plan attached hereto as amended Schedule B, Section 5.1, which grade level most closely reflects the relative difficulty of work and responsibility of the said classification position in relation to the other classification positions listed in Schedule A and the employee shall be paid as follows:

1. If the grade level of the new classification is the same, there shall be no change in pay;
2. If the grade level of the new classification is higher, the employee shall be paid at the step in the new grade equal to a minimum of a one-step increase over the salary the employee was receiving in the employee's present classification position;
3. If the grade level of the new classification is lower, the employee shall be paid at the step in the new grade equal to a minimum of a one-step decrease below the salary the employee was receiving in the employee's present classification position.

- b. Where the new classification position is a classification position contained in Schedule A, the Board shall place the employee at the step provided by the procedure set forth in Paragraph 5.1 above.

5.5.4 Any disagreement between the parties as to the entitlement of an employee to a salary increase because of a reclassification described herein shall be subject to the grievance procedures of this Agreement.

ARTICLE VI

SICK LEAVE

6.1 Every employee, in addition to his or her annual vacation leave with pay, is hereby granted for the following sick leave, as hereinafter defined, with pay in and for each calendar year:

- a. Up to one year's service, one working day for every month of service;
- b. After one year's service, 1.25 working days for each month of service.

6.2 Any employee who leaves the Board's employ having taken an excess of sick days shall have the excess amount deducted from his/her final pay. After an employee uses his eighth sick day in any calendar year, a doctor's note shall be required. In calculating the eight days, no day shall count for which a doctor's note has already been required. Employees must call in sick prior to the beginning of their shift on each day of sickness, unless the length of the leave has previously been stated by the employee to the employer.

6.3 If any such employee required none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or

her credit from year to year without limitation and such employee shall be entitled to such accumulated sick leave days with pay if and when needed, in which event the earliest accumulated sick leave days shall be deemed to be those first used.

6.3.1 No employee who may be disabled, either through injury or illness, as a result of or arising from his or her respective employment, shall be required to utilize during such period of disability the sick leave so accumulated as set forth above. During such disability, the Board shall pay to such employee his or her full salary for a period of time not to exceed one (1) year. The employee shall endorse over to the Board all workers' compensation checks received by the employee representing payments for temporary disability, during the period that the Board is making payments to the employee of the employee's full salary.

6.4 If an employee voluntarily resigns or retires or dies at any time after completing five (5) years of service (whether or not continuous) with the Board, said employee or the employee's estate shall receive, in addition to

any other terminal pay as provided hereinafter, a payment equal to one-half of said employee's accumulated unused sick leave days calculated at the rate of said employee's base daily compensation at the time of voluntary resignation or retirement or death times the number of unused sick days the employee has accumulated; provided, however, that:

- a. Said payment shall in no event exceed 120 days of compensation (one-half of a maximum of 240 allowable accumulated sick leave days); and
- b. In calculating said payment, no unused sick leave days accumulated prior to January, 1971, shall be counted.

6.5 Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a seriously ill member of the employee's immediate family requiring the care or attendance of such employee. A certificate of a licensed physician in attendance shall be required as sufficient proof of need of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family, if said

absence exceeds three (3) working days. In the case of any absence due to contagious disease, a certificate from the Department of Health shall be required in addition to the foregoing.

- 6.6 If an employee commences work on any day and thereafter leaves work by reason of sickness before or upon having completed half of the regular working hours of his position, he shall be deemed to have used one-half of one (1) allowable sick leave day. If, however, an employee commences work on any day and thereafter leaves by reason of sickness after having completed more than one-half of the regular working hours of his position, he shall be paid for the entire day and no sick leave day or fraction thereof shall be deemed to have been used.

ARTICLE VII
PERSONAL LEAVE

7.1 Every employee shall be entitled to three (3) personal leave days with pay. Unused personal leave days may not be accumulated from year to year. An employee shall not be required to give any reason or explanation for the taking of a personal leave day with pay as allowed herein. The employee shall be required to give reasonable notice, under the circumstances. Without the prior approval of the Department Head, not more than one employee in each office shall be permitted to take the same day as a personal leave day, except for religious holidays.

ARTICLE VIII

TERMINAL PAY

8.1 In addition to any payment made pursuant to other sections hereof, the following terminal leave pay shall be given upon the voluntary resignation or retirement or death of any employee with ten (10) years or more of service with the Borough and/or Board as follows:

- a. Employees with not less than ten (10) nor more than fifteen (15) years of service with the Borough and/or Board - one-fourth ($1/4$) of the annual base compensation at time of termination;
- b. Employees with more than fifteen (15) years of service with the Borough and/or the Board - one-third ($1/3$) of the annual base compensation at time of termination.

8.2 Employees on "Terminal Leave" shall not continue to earn any accumulative benefits, including holidays, sick days, vacation, or uniform allowance.

ARTICLE IX
LIFE INSURANCE

9.1 The Board shall provide and maintain, at its own cost and expense, life insurance with any insurance company licensed to do business in the State of New Jersey in the amount of Ten Thousand (\$10,000.00) Dollars for each employee in the Board's service, with an accidental benefit in the face amount of said policy. Said insurance shall provide for the payment, in the event of the employee's death for any cause or reason, of said sum to the beneficiary designated by said employee. Upon the attainment of age 65 of any employee, said insurance shall be in the amount of Six Thousand Five Hundred (\$6,500.00) Dollars for each such employee. Upon the retirement of an employee at age 62, who is eligible for retirement under the Public Employees Retirement System and who has been employed by the Board for ten (10) or more years, the Board shall continue such life insurance coverage (or may self-insure) in the amount of Ten Thousand (\$10,000.00) Dollars until said employee attains the age of 65, at which time the insurance shall continue in the amount of Six Thousand Five Hundred (\$6,500.00) Dollars.

Except for retirement, such insurance shall terminate upon the employee's termination of employment with the Board except that the employee shall be permitted to continue such insurance if the employee pays the premium.

If any employee covered by this Agreement is also serving as a volunteer fireman, the Board shall provide separate life insurance for said employee at the same coverage as is provided for volunteer firemen generally, in addition to the insurance to be provided herein.

If permitted by the insurance company, employees shall be given the option of increasing the amount of life insurance set forth above, provided, however, that any increase in premium attributable to any such increase in coverage shall be paid by the employee.

Claims for payment under the said life insurance policy to be made by an employee's estate must be made within one year of the date of death of the employee or the claim shall be considered as being waived.

ARTICLE X
SHOP STEWARDS

- 10.1 No more than one (1) shop steward shall be elected by the employees.
- 10.2 The Union shall notify the Board in writing within five (5) days of the election of the name of the shop steward who has been so elected to represent the said employees.
- 10.3 The duly elected shop steward of the Union, to be selected by the Union, shall be given time off with pay to attend scheduled grievance meetings and hearings relating to a grievance by an employee, if such meetings or hearings are scheduled during the shop steward's working hours.
- 10.4 The duly elected shop steward of the Union shall be limited to one instance per year of time off with pay to attend meetings of associations or organizations, which meetings relate to the responsibility or concerns of the shop steward. The duly elected shop steward shall give his or her department head five (5) days' notice of such a meeting and the general subject of the meeting. Attendance at such meetings shall not unreasonably interfere, in the discretion of the department head, with the operations of the Board.

10.5 The Union and shop steward shall not call any employee away from his or her work station nor shall they interfere with the operations of the Board.

ARTICLE XI

GRIEVANCE

11.1 Any disagreement arising out of the interpretation or application of this Agreement, except any disagreement relating to a disciplinary measure taken by the Board which is appealable to the Civil Service Department under Civil Service rules and regulations, may be deemed a grievance which shall be settled and determined according to the following procedure:

STEP 1: The employee and/or the Union shall, within ten (10) days after either the occurrence of the event or acts which gave rise to a grievance, or the date on which the employee knew or should have known of such event or acts, orally discuss the matter with the department head with the objective of resolving the matter informally. The Department Head shall, within three (3) days thereafter, communicate, orally or in writing, his or her decision on the grievance of the employee. If the decision is unsatisfactory to the employee or to the Union, or, if the Department Head fails to communicate his or her decision within the said three (3) days, the employee or the Union may proceed to Step 2 of this grievance procedure.

STEP 2: Within three (3) days after the denial or failure of relief under Step 1, the employee or the Union may appeal the supervisor's decision to the Board. Such appeal shall be in writing and shall set forth the specific nature of the grievance, the facts relating thereto, each specific issue of the supervisor's decision with which the employee or the Union disagrees and the action requested by the Administrator. Within five (5) days after the appeal has been filed with the Board, the same shall be orally discussed between the Board, the shop steward of the Union, the employee, and the employee's supervisor. Thereafter, the Board shall communicate his decision, in writing, to the shop steward, the Union, the employee, and his supervisor within six (6) days after the conclusion of such oral discussion. In the event the decision is unsatisfactory to the employee or to the Union, either the employee or the Union shall have the right to proceed to Step 3 of this grievance procedure.

STEP 3: Failing settlement at Step 2, the employee or the Union shall, if either intends to appeal, within ten (10) days after receipt of the

written decision of the Board, inform the Board in writing, delivered to the Board, of their intention to arbitrate the dispute and the matter shall be arbitrated in accordance with Sections 11.5 and 11.6 of this Article.

11.2 An employee may, if he so desires, have the shop steward or a representative of the Union who is not an employee of the Board present at any discussion in any Step of the personal grievance procedure specified in Section 11.1.

11.3 All steps in this procedure shall be followed and the time limits shall be considered as maximum periods and shall be adhered to unless the parties mutually agree in writing to extend such limits. Saturdays and Sundays, or days scheduled off in lieu thereof, and holidays as defined in this Agreement shall not be considered and counted in establishing the time limitations.

11.4 In the event an appeal is not timely filed in writing pursuant to the terms of Steps 2 and 3, the decision at the prior Step shall be final and the matter shall be considered closed.

11.5 Any grievance which cannot be settled through the procedure established in Sections 11.1 through 11.4 of this Article shall be settled by arbitration. An arbitrated case shall be heard and decided by an arbitrator mutually agreeable to the parties. The decision of the arbitrator shall be final and binding on the parties and the arbitrator's fees and expenses shall be borne equally by the Board and the appellant. If the parties cannot agree upon an arbitrator, PERC shall be utilized.

11.6 The arbitrator shall have no power to add to, subtract from or alter, amend or modify any of the terms and provisions of this Agreement or of any written agreement made supplementary hereto.

11.7 If the nature of the employee's grievance is such that it is cognizable before both an arbitrator as set forth above and the New Jersey Department of Personnel or PERC, the employee shall be required to elect which forum he or she wishes to have the grievance heard before and such election shall be final. The purpose of this provision is to prevent an employee from receiving an adverse decision either from an arbitrator or from the New Jersey Department of Personnel or PERC and then filing a grievance before the other agency based upon the same factual circumstances.

ARTICLE XII

MATERNITY LEAVE

12.1 Maternity leave, without pay and without loss of seniority and other employee rights, shall be granted by the Board upon written request by a pregnant employee, for up to six (6) months. An additional six (6) month period may be granted within the Board's discretion.

ARTICLE XIII

VACATIONS

13.1 Each employee shall receive a paid vacation in accordance with the following schedule:

- (a) From date of hiring through December 31 of the year of hire - 1 day for each month of employment;
- (b) From January 1 of the first full calendar year after date of hire through December 31 of the fourth full calendar year after date of hire - 12 days;
- (c) From January 1 of fifth full calendar year after date of hire through December 31 of ninth full calendar year after date of hire - 15 days;
- (d) From January 1 of tenth full calendar year after date of hire through December 31 of fourteenth full calendar year after date of hire - 20 days;
- (e) From January 1 of fifteenth full calendar year after date of hire and thereafter - 25 days.

NOTE: "Years of Service" shall be understood as time served with the Borough and/or the Board.

13.2 In the event an employee resigns, retires or dies during a calendar year, his or her vacation shall be proportionately adjusted, with vacation pay either awarded to the employee or repaid to the Board by the employee. Vacation leave may be accumulated for not in excess of two (2) years.

13.3 In the event of a conflict among employees regarding the scheduling of vacation leave, seniority in the permanent Civil Service title shall be determinative.

ARTICLE XIV

HOLIDAYS

14.1 A day off, with pay, shall be granted to each employee on the following days:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day
Floating Holiday

14.2 If a holiday falls on a Saturday, it shall be observed on the preceding Friday; if it falls on a Sunday, it shall be observed on the succeeding Monday.

14.3 If, as part of his or her regular shift, an employee is required to work on a holiday, he or she shall receive another day off of his or her choice on which to celebrate the said holiday, provided that the Department Head's approval is first secured, which approval shall not be unreasonably withheld. No such holiday leave shall be accumulated past the next calendar year. The day off under this Section shall be in lieu of any holiday provided in Section 15.5, hereinafter.

14.4 A floating holiday shall be subject to the same restrictions as a Personal Leave day, described previously in this Agreement.

ARTICLE XV

WORK WEEK AND OVERTIME

15.1 The regularly scheduled work week shall be a total of thirty-two and one-half (32 1/2) hours per week and shall commence at 8:30 a.m. and terminate at 4:00 p.m. for all employees whose regular work schedule during the year 1977 commenced at 9:00 a.m. and terminated at 4:00 p.m. For all employees whose regular work week during the year 1977 consisted of thirty (30) hours but whose regular schedule was other than from 9:00 a.m. to 4:00 p.m., the additional one-half hour of work time during the year 1978 and 1979 shall be added to the beginning of the regularly scheduled work day.

15.2 In the event that an employee is requested to work in excess of eight (8) hours in any given day, after the first two hours in excess thereof, the employee shall be entitled to a one-half hour paid meal period; thereafter, the employee shall be entitled to additional one-half hour paid meal periods at the completion of each additional four (4) hours of work. The Board shall not be required to supply or pay for any food or beverage consumed by the employee during these meal periods.

15.3 Employees hired subsequent to 1/1/80 may be employed on a different hourly schedule than as set forth in paragraph 15.1, above, provided the total number of hours worked do not exceed 6 1/2 hours/day and 32 1/2 hours/week.

15.4 Overtime: For all hours actually worked in excess of the regular work week and up to forty (40) hours in one week, the employee shall be compensated by receiving CTO time at one and one-half times the number of hours worked on a schedule to be worked out by the Department Head, which schedule shall not be unreasonable; for all hours actually worked in excess of forty (40) in one week, the employee shall be entitled to be compensated either in CTO or in salary, at the employee's option, computed on the basis of one and one-half times the number of hours worked. For each hour worked on Saturday, the employee shall be paid at time and one-half the employee's regular rate. For each hour worked on Sunday, the employee shall be paid at double time the employee's regular rate. Each hour actually worked on a holiday shall be paid for at time and one-half the employee's regular rate, which shall be in addition to the holiday pay for the holiday. These provisions shall not be applicable when the employee's regular schedule provides for him or her to work on a Saturday, Sunday or holiday.

15.5 If an inspector is called back to duty after having left at the completion of his or her regular work day, the employee shall be compensated pursuant to Section 15.5, either:

- a. an amount equal to one and one-half times the number of hours actually worked, or,
- b. an amount equal to four (4) hours of straight time, whichever is higher, to be received as CTO in either case.

ARTICLE XVI

PERSONNEL FILES

- 16.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Board or its designee, and may be used for evaluation purposes by the Board.
- 16.2 Upon advance notice and at reasonable times, during regular business hours, any member may review his personnel file. However, this appointment for review must be made through the designated representative of the Board.
- 16.3 Employee shall be given the opportunity to rebut any adverse file material if he so desires, and he shall be permitted to place said rebuttal in his file. Nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member shall subject the member to appropriate disciplinary action.
- 16.4 Each employee shall be supplied with a written certification from the Employer, during the month of November of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the employee.

ARTICLE XVII

BI-WEEKLY PAY

17.1 Salary payments shall be made on a bi-weekly basis.

ARTICLE XVIII

BULLETIN BOARD

18.1 The Board shall provide a bulletin board in a place convenient to the employees for the exclusive use of the Union, for the posting of notices, etc.

ARTICLE XIX

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

ARTICLE XX

EFFECTIVE DATE AND DURATION

19.1 This Agreement shall become effective as of January 1, 1990 and shall remain in full force and effect through December 31, 1992, except as otherwise set forth herein.

19.2 In the event the parties do not enter into a new Agreement on or before midnight of December 31, 1992, then this Agreement shall continue in full force and effect until a new Agreement is executed.

19.3 The parties agree that they will exchange written proposals for any proposed changes in this Agreement on or before September 30, 1992, and that they will thereafter meet and negotiate in an effort to determine the terms of a new Agreement. The Union agrees to select not more than three (3) persons to represent them in connection with said negotiations.

ATTEST:

WITNESS:

WITNESS:

BOROUGH OF FORT LEE BOARD OF
HEALTH

BY: [Signature] press.

N.J.E.L.U., LOCAL NO. 1/
S.E.I.U. LOCAL NO. 1988

BY: [Signature]
Shirley FANBLUM, President

FORT LEE BOARD OF HEALTH UNIT

BY: [Signature]

BY: [Signature]

BY: [Signature]

SCHEDULE A - BOARD OF HEALTH

1990 & 1991 and 1992 Titles and Salaries for Present Employees

<u>POSITION</u>	<u>EMPLOYEE</u>	<u>1989 BASE AS OF 7/1/90</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>
Health Officer Plgm.Subcoe	John F. Galdi	46,941. + 1,900.	52,260.		
Asst.H.O.	Stephen S.Wielkocz	36,914.	39,129.	41,477.	43,966.
Asst.H.O. Envir.Health Tech.	Karen Ring	29,513. + 1,500.	32,874.	34,846.	36,937.
Sanitarian Envir.Health Tech.	Jan.S.Beye	34,499. + 1,500.	36,569. + 1,500.	40,353.	42,774.
Adm.Sec.Reg.VS. Prog.Coord.	Margaret Schweiger	28,324. + 1,500.	30,023. + 1,500.	33,414.	35,419.
Prin.Clk-Typist Dep.Reg.VS	Margaret T.Fidanza	25,328. + 1,500.	26,848. + 1,500	30,049.	31,852.
Clerk-Typist	Ethel Blumenthal		17,000.	18,020.	19,101.
Nurse Superv.	Patricia Hozer	34,685.	36,766.	38,972.	41,310.
Grad.Nurse Child Welfare Nurse	Audrey Kellar	20,635. + 4,500	26,643.	28,242.	29,937.
Grad Nurse	Jean Paganucci		66.00 (per day)		
Physician	Anthony Martins,M.D.		8,000.		
Clerk	Elaine Stapienski		8.00 (per hour)		